



NEW JERSEY TURNPIKE AUTHORITY

P.O. Box 5042
Woodbridge, New Jersey 07095-5042
732-750-5300

August 24, 2011

ADDENDUM NO. 2
FOR
ARMORED CAR, MONEY COUNTING AND BANKING SERVICES

BID OPENING DATE: AUGUST 31, 2011 AT 11:00 AM

NOTE: THE FOLLOWING REVISIONS TO THE ABOVE
REFERENCED BID SOLICITATION:

1. Delete in the "INSTRUCTION TO BIDDERS" Section "V A" on page 9 - 10 in its entirety and replace with the following:

A. Insurance

The bidder shall procure and maintain at its own expense for the entire term of the contract insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amounts hereinafter provided. All insurance companies providing coverage must have been selected in accordance with New Jersey law and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the bidder shall furnish to the Authority a certificate(s) of insurance showing that it has complied with this Section. All certificate(s) and notices of cancellation or change shall be mailed to: Director, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095, at least 30 days before any change or cancellation becomes effective.

Upon request, the bidder shall furnish the Authority with a true copy of the declaration pages and/or a true copy of each policy itself, including the provision establishing premiums. In lieu of certificates of insurance, the Bidder may provide the Authority with access to web-based memorandum of insurance.

The type and minimum limits of insurance shall be:

Commercial General Liability Insurance. The minimum limits of liability for this insurance per accident shall be as follows:

- Bodily injury and property damage
each occurrence combined single limit
\$2,000,000.00
- Personal injury each occurrence
\$2,000,000.00
- General Aggregate
\$2,000,000.00
- Products Aggregate
\$2,000,000.00
- Fire Damage Legal Liability
\$100,000.00
- Medical Payments
\$5,000.00

The above required Commercial General Liability Insurance shall name the Authority, its Commissioners, officers, employees, and agents as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed Commercial General Liability Policy. The insurance policy shall be endorsed to include Personal Injury, Broad Form Property Damage, Contractual Liability (including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad), Products/Completed Operations, Independent Consultants and XCU if applicable. Products/Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the contract.

Business Automobile Liability Insurance. The Business Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Combined Single Limit of Liability for Bodily Injury or Property Damage for any one accident: \$2,000,000.

This policy shall name the Authority, its Commissioners, officers, employees and agents as additional insured as their interests may appear relative to claims which arise from negligent acts or omissions in connection with the performance of the Contract.

Workers Compensation and Employers' Liability Insurance. Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an All-States endorsement or similar statement in the policy declarations, extending coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of not less than \$1,000,000 for each accident.

Certificate and Endorsement Requirements:

Each of the above required policies shall contain the endorsements as stated below:

(a) Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.

(b) All policies, except Workers Compensation Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority.

(c) With respect to Commercial General Liability and Automobile Liability policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority."

The vendor shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

Due to future changes in economic financial and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.

In lieu of certificates of insurance, the Bidder may provide the Authority with access to web-based memorandum of insurance.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE BIDDER ARE SPECIFIED HEREIN, THE LIABILITY OF THE BIDDER SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

2. Delete in the "INSTRUCTION TO BIDDERS" Section 1 V C on Page 11, "PATENT INDEMNIFICATION" in its entirety. This section is not applicable to the underlying contract.

3. In the “INVITATION TO BID” delete Section 1 C on Pages 10-11 “Insurance Requirement” in its entirety and replace with the following:)

Insurance Requirements (Umbrella Insurance)

In addition to the insurance requirements set forth above, the Contractor shall procure and maintain at its own expense, the following insurance:

Umbrella Liability Insurance. Umbrella Liability Insurance is required with limits in excess of those underlying policies as required in the Instructions to Bidders and elsewhere in this bid solicitation, with minimum limits as follows:

Minimum limit each occurrence and annual aggregate \$3,000,000.

The above required insurance shall name the Authority, its Commissioners, officers, employees, and agents as additional insureds. All insurance companies providing coverage must have been selected in accordance with New Jersey law and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the Contractor shall furnish to the Authority a certificate(s) of insurance showing that it has complied with this Section. All certificate(s) and notices of cancellation or change shall be mailed to: Director, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095, at least 30 days before any change or cancellation becomes effective.

Upon request, the Contractor shall furnish the Authority with a true copy of the declaration pages and/or a true copy of each policy itself, including the provision establishing premiums. In lieu of certificates of insurance, the Contractor may provide the Authority with access to web-based memorandum of insurance.

Policies shall be maintained in force until completion of the Contract as determined by the Authority and shall include an endorsement requiring thirty (30) days prior written notice to the Authority before any change or cancellation is made effective. All policies shall apply as primary coverage and not contribute with policies issued to the New Jersey Turnpike Authority.

4. In the “INVITATION TO BID” delete Section 1 D on Page 11 “FINANCIAL OBLIGATION” in its entirety and replace with the following: (Changes Underlined)

D.Financial Obligation

“In addition to the Indemnification provisions as set forth in the Instructions to Bidders, The Contractor hereby covenants and agrees to indemnify the Authority against all loss of money or other property real or personal, belonging to the Authority, or in which the Authority has a pecuniary interest, or for which the Authority is legally liable, or which is held by the Authority in any capacity whether the Authority is legally liable therefore or not, which the Authority shall sustain through robbery, burglary, theft, larceny, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, negligent loss, mysterious disappearance or destruction, or fraudulent or otherwise dishonest act or acts, committed by any one or more of the officers, employees or agents of the Contractor who performs work which arises out of this Contract, acting directly or in collusion with others, during the effective period of the Contract. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or portion thereof caused by the Authority, or any of its officers or employees.”

5. In the “INVITATION TO BID” delete section I E 1 only on Page 11 and replace with the following: (Changes Underlined)

1) Authority reserves the right to request termination from providing services under the contract or transfer of any Contractor employee in the exercise of its sole discretion.

6. In the “INVITATION TO BID” delete Section II K – “INSURANCE REQUIREMENT” on Page 19 in its entirety and replace with the following:

Insurance Requirements (Armored Car Services)

In addition to the insurance requirements set forth above, and elsewhere in the Bid Documents, the Contractor shall procure and maintain at its own expense an Armored Car Insurance Policy which shall include but not be limited to the following coverages:

- Employee Dishonesty Coverage
- Theft Disappearance and Destruction Coverage
- Inside the Premises Coverage
- Outside the Premises Coverage

Limits – The limits under this policy shall not be less than a minimum of \$4 million of coverage of the Authority funds while in the care, custody and/or control of the armored car service and any of its employees working in collusion with others.

Loss Payable – The policy shall include the following endorsement:

“It is hereby understood and agreed that any loss covered hereunder involving property and/or funds belonging to the New Jersey Turnpike Authority shall be payable to the first named insured and the New Jersey Turnpike Authority.”

The above required insurance shall name the Authority, its Commissioners, officers, employees, and agents as additional insureds. All insurance companies providing coverage must have been selected in accordance with New Jersey law and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the Contractor shall furnish to the Authority a certificate(s) of insurance showing that it has complied with this Section. All certificate(s) and notices of cancellation or change shall be mailed to: Director, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095, at least 30 days before any change or cancellation becomes effective.

Upon request, the Contractor shall furnish the Authority with a true copy of the declaration pages and/or a true copy of each policy itself, including the provision establishing premiums. In lieu of certificates of insurance, the Contractor may provide the Authority with access to web-based memorandum of insurance.

Policies shall be maintained in force until completion of the Contract as determined by the Authority and shall include an endorsement requiring thirty (30) days prior written notice to the Authority before any change or cancellation is made effective. All policies shall apply as primary coverage and not contribute with policies issued to the New Jersey Turnpike Authority.

7. In the “INVITATION TO BID” delete Section IV H – “INSURANCE REQUIREMENT” on Page 27-29 in its entirety and replace with the following:

Insurance Requirements (Banking Services)

In addition to the insurance requirements set forth above and elsewhere in the Bid Documents, the Contractor shall procure and maintain at its own expense, the following insurance:

Financial Institution Bond (Bankers Blanket Bond Insurance) Form 24

This policy shall include but not be limited to the following coverages:

- Clause A Fidelity Coverage
- Clause B On Premises Coverage
- Clause C In Transit Coverage
- Clause D Forgery or Alteration Coverage
- Clause E Securities
- Clause F Counterfeit Currency
- Computer Systems Rider
- Valuable Papers and Destruction Rider

Limits – The limits under this policy should not be less than a minimum of \$4 million coverage of the care Authority funds while in the care custody and/or control of the Bank, its employees and any of its employees working in collusion with others.

Loss Payable – The policy shall include the following endorsement under a joint loss payee endorsement approved by the Bank:

“It is hereby understood and agreed that any loss covered hereunder involving property and/or funds belonging to the New Jersey Turnpike Authority shall be payable to the first named insured and the New Jersey Turnpike Authority.”

The above required insurance shall name the Authority, its Commissioners, officers, employees, and agents as additional insureds. All insurance companies providing coverage must have been selected in accordance with New Jersey law and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the Contractor shall furnish to the Authority a certificate(s) of insurance showing that it has complied with this Section. All certificate(s) and notices of cancellation or change shall be mailed to: Director, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095, at least 30 days before any change or cancellation becomes effective.

Upon request, the Contractor shall furnish the Authority with a true copy of the declaration pages and/or a true copy of each policy itself, including the provision establishing premiums. In lieu of certificates of insurance, the Contractor may provide the Authority with access to web-based memorandum of insurance.

Policies shall be maintained in force until completion of the Contract as determined by the Authority and shall include an endorsement requiring thirty (30) days prior written notice to the Authority before any change or cancellation is made effective. All policies shall apply as primary coverage and not contribute with policies issued to the New Jersey Turnpike Authority.

8. Delete ADDENDUM NO. 1 # 3 in its entirety and replace with the following.
Insurance Requirement (Money Counting)

Insurance Requirements (Money Counting Services)

In addition to the insurance requirements set forth above and elsewhere in the Bid Documents, the Money Counting Service Contractor shall procure and maintain at its own expense a Fidelity/Crime Insurance Policy which shall include but not be limited to the following coverages:

- Employee Dishonesty Coverage
- Theft Disappearance and Destruction Coverage
- Inside the Premises Coverage

Limits – The limits under this policy shall not be less than a minimum of \$4 million of coverage of the Authority funds while in the care, custody and/or control of the Money Counting Service Contractor and any of its employees working in collusion with others.

Loss Payable – The policy shall include the following endorsement under a joint loss payee endorsement approved by the Money Counting Service Contractor:

“It is hereby understood and agreed that any loss covered hereunder involving property and/or funds belonging to the New Jersey Turnpike Authority shall be payable to the first named insured and the New Jersey Turnpike Authority.”

The above required insurance shall name the Authority, its Commissioners, officers, employees, and agents as additional insureds. All insurance companies providing coverage must have been selected in accordance with New Jersey law and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the Contractor shall furnish to the Authority a certificate(s) of insurance showing that it has complied with this Section. All certificate(s) and notices of cancellation or change shall be mailed to: Director, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095, at least 30 days before any change or cancellation becomes effective.

Upon request, the Contractor shall furnish the Authority with a true copy of the declaration pages and/or a true copy of each policy itself, including the provision establishing premiums. In lieu of certificates of insurance, the Contractor may provide the Authority with access to web-based memorandum of insurance.

Policies shall be maintained in force until completion of the Contract as determined by the Authority and shall include an endorsement requiring thirty (30) days prior written notice to the Authority before any change or cancellation is made effective. All policies shall apply as primary coverage and not contribute with policies issued to the New Jersey Turnpike Authority.

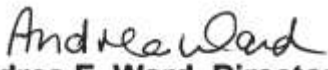
9. Delete ADDENDUM NO. 1 # 7 – “THE AGREEMENT” in its entirety and replace with the attached “REVISED AGREEMENT.” Paragraph 26 in the original draft agreement was deleted.

THERE ARE NO OTHER CHANGES TO THIS BID. THE AUTHORITY WILL NOT CONSIDER EXCEPTIONS TO THESE BID DOCUMENTS.

Receipt of Addendum # 2 must be acknowledged in writing at or prior to opening of bids. Failure to acknowledge receipt of Addendum may be considered as grounds for rejection of bid by the Authority, however, in the discretion of the Authority, submission of the signed bid may be treated as acknowledgement of receipt of this Addendum.

No other changes. All other data remains in effect.

Very truly yours,


**Andrea E. Ward, Director
Purchasing Department**